

## VOLUNTARY RELEASE, WAIVER, AND ASSUMPTION OF RISK

The undersigned volunteer for a Lakeshore Homes Association (“LHA”) work project (the “Project”) does hereby:

1. **Release, Discharge and Covenant Not to Sue** LHA, the LHA Board of Directors, the City of Oakland, other Project volunteers, LHA property owners, or any of their affiliated companies, officers, directors, agents, trustees, contractors, employees, families or insurers, or any other sponsors or volunteers of the Project (all collectively referred to herein as “Releasees”) from any and all claims, loss, causes of action, liability, damages, or expense related to the Project in any way, arising out of or related to a) any wrongful or negligent acts or omissions on the part of Releasees or any other person; b) failure or malfunction of any equipment or vehicle; or c) any other cause whatsoever, where such other cause results in or relates to injury or death to me or others, damages of any kind, delay, loss, inconvenience, or property damage. I hereby covenant to hold Releasees harmless from any claim, loss, cause of action, liability, damage, or expense in connection with the Project or arising out of my activities.
2. **Understand** that participation in this Project can present hazards and danger of injury or death. My participation is voluntary and **I Voluntarily Elect to Accept All Risks** connected with my participation in the Project.
3. **Acknowledge** that I am familiar with any equipment I may be using, or will become familiar with it prior to use, and the safety and warning aspects of such equipment, and I will comply with these. If I fail to do so for any reason, **I ASSUME ALL RISK** for myself and assume all liability to others for such failure, and **I HEREBY RELEASE** Releasees for any failure or malfunction in the equipment or its inadequacy for the use I make of it.
4. **Represent** that I know of no physical disorder which should keep me from participating in the Project and I agree that **I AM SOLELY RESPONSIBLE** for any and all injuries or harm that I may incur in participating in the Project.
5. **Agree** that this Agreement shall apply to any incident, injury, accident, death, or damages associated with the Project, and to any incident, injury, accident, death, or damages occurring as a result of the Project any time after the execution of this Agreement.

**I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE AND WAIVER OF ALL CLAIMS OR RIGHTS TO FILE A LAWSUIT OR OTHERWISE RECOVER FROM RELEASEES. I UNDERSTAND I ASSUME ALL RISKS INHERENT IN THE PROJECT AND IN THE ACTIVITIES I WILL PARTICIPATE IN. I HAVE BEEN GIVEN TIME TO CONSIDER WHETHER TO SIGN THIS RELEASE, AND HAVE EITHER DONE SO OR VOLUNTARILY ELECTED NOT TO DO SO. I HAVE VOLUNTARILY SIGNED MY NAME SHOWING THAT I ACCEPT THE ABOVE PROVISIONS.**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Address \_\_\_\_\_